

4/23/10 8:31:04  
OK T BK 3,157 PG 454  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**RECORDATION REQUESTED BY:**

REGIONS BANK  
PO BOX 2224  
BIRMINGHAM, AL 35246

**WHEN RECORDED MAIL TO:**

Regions Bank  
Collateral Management  
PO Box 12926  
Birmingham, AL 35202

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

DEBBIE DEMONIA  
REGIONS BANK  
PO BOX 2224  
BIRMINGHAM, AL 35246  
NA

INDEXING INSTRUCTIONS: *Lots 1+2, Sect 13, T-2-S, R-7-W, Desoto Co, MS*



**REGIONS**

201008405/2/10

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated April 13, 2010, is made and executed between LANDON PROPERTIES, LLC, A Mississippi Limited Liability Company, whose address is 6298 IVY TRAILS DR, OLIVE BRANCH, MS 38654 ("Grantor") and REGIONS BANK, whose address is PO BOX 2224, BIRMINGHAM, AL 35246 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated May 9, 2005 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

In regard to that certain promissory note dated 05-09-2005, in the original principal sum of \$71,500.00 (the Original Note), and to secure the payment of the Original Note, Grantor made, executed and delivered that certain Deed of Trust or Mortgage of even date therewith and in the same principal sum as the Original Note, which deed of trust or mortgage is recorded in Book or Instrument number 2220, at Page (if applicable) 222 of the public records of DESOTO County, MS.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in DESOTO County, State of Mississippi:

SEE ATTACHED EXHIBIT A

The Real Property or its address is commonly known as 3560 PLEASANT HILL RD, OLIVE BANCH, MS 38654.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

**Principal Increase:** Whereas the Note has a present principal balance of \$32,764.37, and the Borrower is the obligor under the Note and the Grantor is the grantor under the Deed of Trust or Mortgage, and Regions Bank is the owner and the holder of the Note and Deed of Trust or Mortgage; and whereas the Borrower and the Grantor have requested an additional advance of \$363.33. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$33127.70.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall

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**MODIFICATION OF DEED OF TRUST**

Loan No: 000000007000120022

(Continued)

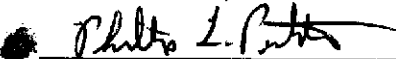
Page 2

constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 13, 2010.**

**GRANTOR:**

LONDON PROPERTIES, LLC



PHILLIP L. PINKSTON, Member of LONDON PROPERTIES, LLC

**LENDER:**

REGIONS BANK

  
Authorized Officer

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

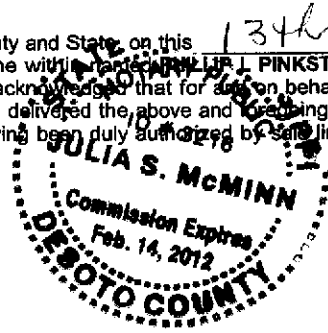
STATE OF Ms )  
COUNTY OF Desoto ) SS )

Personally appeared before me, the undersigned authority in and for the said County and State, on this day of April, 20 10, within my jurisdiction, the within named PHILLIP L. PINKSTON, Member of LONDON PROPERTIES, LLC, a limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

NOTARY PUBLIC

My Commission Expires:

2/14/12



**LENDER ACKNOWLEDGMENT**

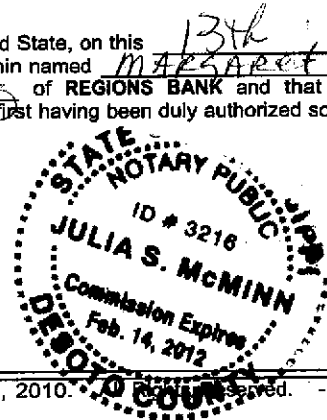
STATE OF Ms )  
COUNTY OF Desoto ) SS )

Personally appeared before me, the undersigned authority in and for the said County and State, on this day of April, 20 10, within my jurisdiction, the within named MARGARET DAVIS, who acknowledged that (he)(she) is Vice Pres - BSBK of REGIONS BANK and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

2/14/12



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# EXHIBIT A

The land referred to in this commitment/policy is situated in the State of Mississippi, County of DeSoto and is described as follows:

Description of Lots 1 and 2, in part of Section 13, Township 2 South, Range 7 West, DeSoto County, Mississippi.

Lot 1-Beginning at the old well site in Pleasant Hill at the intersection of Pleasant Hill Road and Bridgforth Road as shown by a survey of this area by R.L. Cooper in 1956; thence southeast 31.5 feet to the northwest corner of the D.B. Bridgforth Store lot; thence south 130 feet along the west line of said store lot to the southwest corner of said lot; thence west to a point in the center of Pleasant Hill Road as located by a projection of the south line of the Bridgforth store lot westward to intersect to said centerline, said point is the beginning of the following lot; thence east 134 feet along the south line of said store lot and the projection thereof to a point in an old fence line; thence south 62 feet along said fence line to a point; thence west 134 feet to a point in the center of said road; thence north 62 feet along said center of road to the Point of Beginning.

AND

Lot 2-Beginning at the old well site in Pleasant Hill at the intersection of Pleasant Hill Road and Bridgforth Road as shown by a survey of this area by R.L. Cooper in 1956; thence southeast 31.5 feet to the northwest corner of the D.B. Bridgforth Store lot; thence south 130 feet along the west line of said store lot to the southwest corner of said lot; thence west to a point in the centerline of Pleasant Hill Road as located by a projection of the south line of the said store lot westward to intersect said centerline; thence south 62 feet to the southwest corner of Lot 1, said point being in the center of said road and being the Point of Beginning of Lot 2; thence south 115 feet along the centerline of said road to the southwest corner of Lot 2; thence east 134 feet along the south line of the said Lot 2, to the southeast corner of said tract and a point in an existing fence line; thence north 115 feet along said fence to the southeast corner of Lot 1; thence west 134 feet to the Point of Beginning.

INDEXING INSTRUCTIONS: Both tracts of land located in the NE ¼ of Section 13, Township 2 South, Range 7 West, DeSoto County, Mississippi.